Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP) (Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Deutsche	Bank	AG.	London	Branch	

Name of Transferor

Lydian Overseas Partners Master Fund Ltd

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch Winchester House, 1 Great Winchester Street London EC2N 2DB

Tel: +44 20 7547 2400 Fax: +44 113 336 2010 Attention: Kairi James E-mail: kairi.james@db.com

Name of Transferee

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

Date:

Court Claim # (if known): 31161

Amount of Claim: \$7,188,378.04

Date Claim Filed: September 22, 2009

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400

Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

/
▼
Transferee/Transferee's Agent

2017/10

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Michael Sutton Managing Director

Duncan Robertson Director

FULL Transfer of LBHI Claim # 31161 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Lydian Overseas Partners Master Fund Ltd ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Deutsche Bank AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) Seller's right, title and interest in and to such portion of Proof of Claim Number 31161 filed by or on behalf of Seller (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule I hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise. (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Selier or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "<u>Transferred Claims</u>"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

DB Ref: 5118(1)

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method) as Purchaser may designate in writing to Seiler. This generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of 2010.

LYDIAN OVERSEAS PARTNERS MASTER FUND LTD

Name: V ATTARD
Title: PRINCIPAL

C/O Lydian Asset Management LTD 4º Floor, 14 Berkley Street, London, W.D 8DX DEUTSCHE BANK AG, LONDON BRANCH

Michael Sutto Managing Direct

By:___ Name: Title:

Title

Duncas Rabertson Coastor

Winchester House 1, Great Winchester Street London FC2N 2DB ENGLAND Atta: Michael Sutton

Purchased Portion 100 % of the Proof Lebrian Programs	Furthased Portion 100 % of the Proof of Claim (plus any interest applicable Lebrian Programs Securities to which Transfer Relates	v merest appli. L'Tran <u>ster Rei</u> a	cable thereto) as attached at Schedule 2	Purchased Portion 100 % of the Proof of Claim (plus any interest applicable therein) as attached at Schedule 2 and described below. Lebrian Programs Securities to which Transfer Relates	described below.			
Description of Security	Description of ISIN/CUSIP Security	Blocking	Issuer	Guarantor	Principal/Notional Coupon		Maturity	
MIN6069	XS0285045943 5993266	5993266	Lehman Brothers Treasury Company B.V	Lehman Brothers Tehman Brothers Treasury Holdings Inc.	USD 7.188,378.04 1.75% 2010 2/7/10 SERIES 6069	1.75% 2010 SERIES 6069	29/10	

DB Ref. \$118(1)

08-13555-mg Doc 10376 Filed 07/22/10 Entered 07/22/10 11:49:18 Main Document Pg 5 of 16

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Copy of Proof of Claim 31161

Shedule 1-

Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al. Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York, Lehman Brothers Holdings Inc., Et Al. 08-13555 (JAPP) 0000031161
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	
IRELAND	Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:
+ 353 + 250 86 + 2 Telephone number: Email Address: LYDIANTA CIMS Name and address where payment should be sent (if different from above) AS ABOVE Telephone number: Email Address:	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after 8 dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs S Amount of Claim: \$ 7, 188378.04 (Required) Check this box if the amount of claim includes interest or other charges in 2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may a which this claim relates.	eptember 15, 2008. The claim amount must be stated in United States filing this claim with respect to mere than one Lehman Programs Security, its indicated the security to which this claim relates. addition to the principal amount due on the Lehman Programs Securities. Lehman Programs Security to which this claim relates. If you are filing much a schedule with the ISINs for the Lehman Programs Securities to
International Securities Identification Number (ISIN): \$3028504 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic appropriate (each, a "Blocking Number") for each Lehman Programs Security in from your accountholder (i.e. the bank, broker or other entity that holds such see than one Lehman Programs Security, you may attach a schedule with the Blocking relates Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number: E/C Rec. 5993266 (Require	c Reference Number, or other depository blocking reference number, as for which you are filing a claim. You must acquire a Blocking Number curities on your behalf). If you are filing this claim with respect to more ing Numbers for each Lehman Programs Security to which this claim on Reference Number and or other depository blocking reference
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclean Bank, Euroclean Bank, Euroclean Bank, Euroclean Bank, Bank or other entity that holds such securities on numbers. Accountholders Euroclean Bank, Clearstream Bank or Other Depository P.	t account number related to your Lehman Programs Securities for which belear Bank or other depository participant account number from your your behalf). Beneficial holders should not provide their personal account articipant Account Number:
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Badisclose your identity and holdings of Lehman Programs Securities to the Debto reconciling claims and distributions.	filing this claim, you nk or other depository to use for the purpose of FILED / RECEIVED
Date. Signature: The person filing this claim must sign it. Sign an of the creditor of other person authorized to file this claim an number if different from the notice address above. Attach copany.	d state address and telephone
Penalty for presenting fraudulent claim: Time of up to \$500,000 or im J. SHARKEY A., The 125 D. \$164/ATORY	A second

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankraptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debter

A debtor is the person, corporation, or other entity that has filed a bankruptcy case

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated. fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150- 5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17,

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain enlities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

for notices:

LYDIAN OVERSEAS PARTNERS MASTER FUND LTD 40 LYDIAN ASSET MANAGEMENT LTD 4th FLOOR, 14 BERKELEY STREET LONDON WIT & DX

SHARKEY JO LYDIANCAPITAL NET ATTARDY @ LYDIANC APITAL NET

TEL: + 44 207 408 9700

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Niedozwolone jest umieszczanie w kopercie pieniędzy lub przedmiotów wartościowych.

SOLUTIONS LLC, EQIP BANKRUPTCY SOLUTIONS LLC, EQIP BANKRUPTCY SEP-2 2 2009
3RD FLOOR 757 THIRD AVENUE
NEW YORK NY NY 10017
UNITED STATES



UPS EXPRESS
TRACKING #: 12 218 992 65 9002 3180

DESC: Documents
Reference No. 1: 00295383

23 4749 93.08 67/2889

01872118 12/04 SCA United Parcel Service, Louisy



Form 210A (10/06)

United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP) (Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Name of Transferor

Deutsche Bank AG, London Branch

Lydian Global Opportunities Master Fund Ltd

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch

Winchester House, 1 Great Winchester Street

London EC2N 2DB

Tel: +44 20 7547 2400

Fax: +44 113 336 2010

Attention: Kairi James

E-mail: kairi.james@db.com

Amount of Claim: \$7,113,000.00

Date Claim Filed: September 22, 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

Court Claim # (if known): 32057

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400

Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By

Transferee/Transferee's Agent

Date:

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Michael Sutton Managing Director

Duncan Robertson Director

FULL Transfer of LBHI Claim # 32057 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged. Lydian Global Opportunities Master Fund Ltd ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Deutsche Bank AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) Seller's right, title and interest in and to such portion of Proof of Claim Number 32057 filed by or on behalf of Seller (a copy of which is attached at Schedule 2 hereto) (the Proof of Claim) as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings. Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive eash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5.00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities". (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Fransferred Claims, free and clear of any and all tiens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller, (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule I attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

DB Ref. 5118(2)

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream tor similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seiler and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of 2/2010.

LYDIAN GLOBAL OPPORTUNITIES MASTER DEUTSCHE BANK AG, LONDON BRANCH **FUND LTD**

By Name Title

C/O Lydian Asset Management Ltd 4th Floor, 14 Berkley Street, Lendon, WIJ SDX

Michael Sutton

Name

Title:

Nauhe

Little

- Robertson D

Director

Winchester House 1, Great Winchester Street London EC2N 2DB ENGLAND Attn: Michael Sutton

100% of the Proo	100% of the Proof of Claim (plus any interest applicable Lebruan Programs Securities to which Transfer Refaces	interest applic	able thereto) as attach	Tools of the Proof of Claim (plus any interest applicable thereto) as attached at Schedule 2 and described below Lebrum Programs Securities to which I tansfer Relates	described below.		
Description of Security	Description of ISIN/CUSIP Security	Blocking Number	Issuer	Guarantor	Principal/Notional Coupon	Coupon	Maturity
MTN4825	XS0263871674 6017095	\$(4)17.00	Lehman Brothers Treasury	Lehman Brothers Lehman Brothers Treasury Holdings Inc.	USD 7.113,000.00 0%	0%	8.28.2009

Schedule 1-1

W Ref: 5118

08-13555-mg Doc 10376 Filed 07/22/10 Entered 07/22/10 11:49:18 Main Document Pg 13 of 16

Schedule 2

Copy of Proof of Claim 32057

Schedule 1-1

	Danarabiev Court Nouth	orn District of Name Vant	CONTRACTOR OF THE PROPERTY OF	
Co Epiq Banks FDR Station, P	Bankruptcy Court/Southerers Heldings Claims Proce ruptcy Solutions, LLC O Box 5076	essing Center	LEHMAN SE	CURITIES PROGRAMS OOF OF CLAIM
New York, NY	10150-5076		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	
In Re Lehman Brothe Debtors	ers Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed USBC South	em District of New York
SUSSESSED AND	SALES PROGRAMMENT	(Johaly Administered)	Lenman Brothers	Holdings Inc., ELAL
based on Lei	orm may not be used hman Programs Secu lehman-docket.com a	to file claims other than the rities as listed on s of July 17, 2009	ise	55 (MAP) 0000032057
Name and addr	ess of Creditor: (and name	e and address where notices shoul	ld be contif & 65	
Creation)	YDIAN GLOBAL	OPPORTUNITIES MAST	EE FLAND LTD	Check this box to indicate that this
۲/.	IFS Troland		5040040 ALC-07445065-024 - 1860025	claim amends a previously filed claim.
1	THIRD FLOOR BISH	HOP'S SQUARE 1.	otices see page 2)	Court Claim Number:
R	EDMOND'S HILL,	BUBLIN 2 (N	orices see page 2)	(If known)
11	AE LAND			E0-4
'alanhan a sum	353 1250 8672		0	Filed on:
ame and adde	ber E	mail Address: LYDIANTA be sent (if different from above)	@ IMSI.COM	
	AS ABOVE	oc sent in uniferent from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of
	Section 1			statement giving particulars
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J. SHARKEY AUTHORIZED SIGNATORY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of stromey. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing

Claim A claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2000

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lchman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

For notices:

LYDIAN GLOBAL OPPORTUNITIES MASTER FUND LTD

(1/6 LYDIAN ASSET MANAGEMENT LTD

4 FLOUR, 14 BERNELLY STREET

LONDON

WIJ 8DX

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